

CONDITIONS OF EMPLOYMENT

(Local Hire)

The following are conditions pertaining to the employment contract. The employee must read these terms before signing the contract. The signing of the contract will show assent to each and every one of the terms set out below. The employee shall comply with the Excepted Service Regulations.

1. PRE-EMPLOYMENT CONDITIONS STANDARDS:

- (A) The employer requires that all persons employed by the CNMI be certified as physically capable of performing the duties of the position. They must be free from communicable diseases and any present of potential medical condition which would be detrimental to successful performance of duty or the health of other Employees, or reflect discredit upon the Employer.
- (B) The Employee shall be examined by medical personnel authorized by the Employer to conduct such examinations for employment purposes, and the results shall be recorded on forms prescribed by the Personnel Officer.

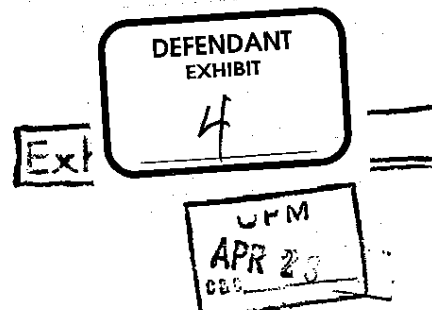
2. COMPENSATION AND WORK SCHEDULE:

- (A) The Employee shall earn his salary on the basis of a twelve month (12) work year consisting of twenty-six (26) bi-weekly pay periods. In cases of early termination, the gross pay is reduced by the period in which no service is rendered.
- (B) Overtime: The Employer's workday and workweek may vary from time to time according to the needs of the Government. Every effort will be made to maintain a reasonable five (5) day, forty (40) hour workweek. As noted below, this position is either covered under Fair Labor Standards Act of 1938 (FLSA) for overtime and compensatory time purposes or is exempt from such coverage. FLSA covered positions are subject to Part IV.B16 of the Personnel Service System Rules and Regulations (PSSRR).

THIS POSITION IS (check one):

☒ FLSA COVERED (eligible for overtime and compensatory time)
☐ FLSA EXEMPT (not eligible for overtime or compensatory time)

(Revised 09/13/01)



3. **MANDATORY PARTICIPATION IN RETIREMENT FUND:** Public Law 6-17, The NMI Retirement Fund Act of 1988, and as amended by Public Law 6-41, requires mandatory participation in the Retirement Fund for all government employees.

- (A) Employees who were members of the Fund before May 7, 1989, are Class II members. These members have the option of transferring to Class I members anytime. The contribution rate for Class II members is 9% of gross wages.
- (B) Employees hired on or after May 7, 1989 and employee who opted not to join the Retirement Fund before May 7, 1989, are Class I members. These employees contribute 6.5% of gross wages to the Retirement Fund.
 - (1) Class I members having less than ten (10) years of vesting service credits with the Retirement fund, will be eligible for refund of their contribution, including interest, upon separation from employment.
 - (2) Class I members are not entitled to a refund after ten (10) years of vesting service.
 - (3) Class I members having ten (10) or more years of vesting service credits have a vested right to a pension upon attaining age sixty-two (62) or meeting normal retirement eligibility.

4. **LEAVE:**

- (A) **Annual Leave:** Annual leave shall accrue to the Employee at the rate of (8) hours per pay period.
 - (1) The Employee employed in the first year of the Contract shall be entitled to use of annual Leave only after having been employed for a continuous period of ninety (90) days without a break in service.
 - (2) Annual Leave may be used only upon prior written approval of the Employee's immediate supervisor.
 - (3) The Employee who terminates his employment at the completion of the present employment contract or resigns, and is departing the duty station on final separation, will receive on the next regular pay day a lump-sum payment of all unused annual leave at the current hourly rate, based on twenty-six (26) bi-weekly pay periods and 2,080 hours in a work-year, provided the necessary documents of clearance are received by the Northern Mariana Islands Payroll Office.

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- (4) Where an offer and acceptance for a new period of employment is agreed upon under a new employment contract, all accrued and unused Annual Leave credits from the prior contract may be paid immediately or carried over, at the election of the Employee.
- (B) **Sick Leave:** Sick Leave shall accrue to the Employee at the rate of four (4) hours per pay period.
- (1) The Employee is entitled to use Sick Leave from the time Sick Leave is first earned.
- (2) Any absence on sick leave where the Employee misses more than three (3) continuous days of work must have the illness verified by a note from a medical doctor in order to claim sick Leave.
- (3) Upon completion of the present employment contract or termination of employment, which ever occurs first, no payment will be made for accrued and unused Sick Leave credits.
- (4) Where an offer and acceptance for a new period of employment is agreed upon under a new contract, all accrued and unused Sick Leave credits from the prior contract will be carried over.
- (5) Sick Leave may be accumulated without limit.
- (C) **Leave Without Pay:** Leave Without Pay may be taken only after obtaining the written approval of the Employee's immediate supervisor.
- (D) **Administrative Leave With Pay:** Administrative Leave Pay is granted only in exceptional circumstances such as typhoons and state funerals, by the Governor.
- (E) **Holidays:** The Employee shall be released from work on all legal holidays, except during emergencies, without loss of pay or charge to leave account.

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- (F) **Advance Leave:** Where for good reason, the Employee requires an advance of Annual or Sick Leave, the Personnel Officer may grant leave in advance up to a maximum of one-half (½) of the total earnable leave credits for one (1) year from the date the request is approved or for the remainder of the employment contract, whichever is shorter.

5. **JOB DESCRIPTION:**

In order to be a valid and binding agreement, this contract (unless it is for renewal) must have attached a detailed job description of the Employee, a complete employment application and other documents such as college transcript.

6. **OUTSIDE EMPLOYMENT:** The Employee may provide services to persons other than the Employer only if:

- (A) the Employee receives the prior written approval of the Employee's immediate supervisor, and
- (B) the outside employment is not, nor does it appear to be, adverse to the interests of the Government.

7. **INSURANCE:**

- (A) **Workmen's Compensation:** In the event of on-the-job related injury or illness, the Employee shall be entitled to benefits under the Workmen's Compensation Insurance Contract in force for the Northern Mariana Islands Government. The Employee is responsible for reporting any on-the-job work related injury or illness to the Employee's supervisor as soon as possible.
- (B) **Health & Life Insurance:** Group Health and Group Life Insurance Coverage is available for those who wish to apply. The Government will pay part of the cost of this insurance, in accordance with the agreement between the Northern Mariana Islands Government and the insurance carrier.

8. **ADDITIONAL TERMS AND CONDITIONS:** Upon mutual agreement of the Employer and Employee, and approval by the Personnel Officer, placed in writing and attached to these conditions of employment, further terms may be added to this contract to the extent that they are not inconsistent with and in no way purport to amend these conditions of employment.

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9. RENEWAL OF THE CONTRACT:

- (A) This contract is not automatically renewable, nor does it create any option to renew the contract.
- (B) It is wholly within the discretion of the Employer whether an offer to renew the contract should be made to the Employee. The Employer has no obligation to provide the Employee advance notice of termination of employment upon completion of this contract.
- (C) If the Employer decides not to offer a new period of employment and not to execute a new employment contract, that decision cannot be repealed, regardless of the reason, if any, for the decision.

10. EARLY TERMINATION AND RESIGNATION:**(A) Gubernatorial Appointees:**

- (1) Any Employee who is an appointee of the Governor serves at the pleasure of the Governor and may be terminated by the Governor without cause and without prior notice.
- (2) In order to terminate employment by resignation, an Employee who is a gubernatorial appointee must first give sixty days notice. The Governor may waive this requirement of advance notice.

(B) Other Excepted Service Employees:

- (1) The Employer may terminate the Employee without cause upon notice sixty days in advance of termination of employment. This may be shortened only by placing a lesser number in the following blank space:

- (2) The Employer may terminate the Employee with cause upon notice seven days in advance of termination of employment.
- (3) When resigning, the Employee must give notice sixty days in advance of termination of employment. This time may be shortened only by placing a lesser number in the following blank space. _____ The Employee's appointing authority may waive this requirement of advance notice at the time of resignation.

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I have read the terms and conditions of these Conditions of Employment and understood them.
By my signature I agree to abide by them as part of the terms and conditions of my employment.

Date:

4/25/02


EMERECIANA PETER-PALICAN
EMPLOYEE

For the Commonwealth of the Northern Mariana Islands:

Date:

5/24/02


JUAN I. TENORIO
Actg. PERSONNEL OFFICER

(Revised 09/13/01)